

REQUEST FOR PROPOSAL

for

ENERGY CONSERVATION PROJECT WITH GUARANTEED SAVINGS PER KSA 75-37,125

for

**COFFEYVILLE PUBLIC SCHOOLS
615 Ellis
Coffeyville, KS 67337**

Coffeyville Public Schools invites all qualified vendors to submit a response to provide services in accordance with the requirements of this solicitation.



June 28th, 2023

**REQUEST FOR PROPOSAL
ENERGY CONSERVATION PROJECT WITH GUARANTEED SAVINGS PER KSA 75-37,125**

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INFORMATION AND BACKGROUND

The objective of the RFP is to solicit proposals for KSA 75-37,125 services to assist Coffeyville Public Schools in developing and implementing an energy-saving project that will pay for itself over time through the savings it generates. Coffeyville Public Schools wishes to implement a KSA 75-37,125 program on a performance-based energy savings contract basis.

Under this solicitation, it is expected that only one qualified Vendor will be selected. Coffeyville Public Schools will consider proposals for KSA 75-37,125 services based on a guaranteed savings contract that conforms to the standards of the International Performance Measurement and Verification Protocol (IPMVP).

It is currently planned that Coffeyville Public Schools will purchase or lease purchase, finance, and own any new equipment installed as a result of the project. Proposals are expected to include the services in connection with such arrangements. It is expected that guarantees provided by the Vendor will fully offset the acquisition costs involved for Coffeyville Public Schools. Coffeyville Public Schools may elect to independently finance the project and not use financing proposed by the successful respondent.

KSA 75-37,125

75-37,125. Energy conservation measure, financing; prior approval of plans and projects; definitions. (a) As used in this act:

(1) "Federal entity" means the government of the United States of America or any bureau, department, instrumentality, or other agency of the federal government.

(2) "Political subdivision" shall have the meaning ascribed thereto in subsection (o) of K.S.A. 74- 8902, and amendments thereto.

(3) "State agency" means any office, department, board, commission, bureau, division, public corporation, agency, or instrumentality of this state.

(4) "Energy conservation measure" means an energy study, audit, improvement, or equipment which is designed to provide energy and operational cost savings at least equivalent to the amount expended by a participating political subdivision or state agency for such energy study, audit, improvement or equipment over a period of not more than 30 years after the date such improvement or equipment is installed or becomes operational, as the case may be.

(b) Subject to the provisions of subsection (c), a political subdivision or state agency, which include the board of regents and a regent's institution and a community or technical college, may enter into a contract or lease-purchase agreement for an energy conservation measure which meets the criteria of this section. In addition to any other authority provided by law a political subdivision or state agency may solicit proposals to contract for an energy conservation measure by advertising for proposals and qualifications in a newspaper of general circulation or the Kansas register, and by sending requests for proposals to at least three vendors and negotiating a lease-purchase agreement with one or more vendors submitting a proposal thereto. Negotiations entered into pursuant to this section with individual vendors shall not be subject to the provisions of the open meetings act. After an agreement has been executed, the agreement and all proposals from vendors shall be open records available for public inspection in accordance with the open records act. A state agency may utilize the procedures prescribed in K.S.A. 75-37,102, and amendments thereto, by the procurement negotiating committee to negotiate and contract for energy conservation measures. Each state agency shall provide copies of plans of the proposed energy conservation measure to the state corporation commission for review. No state agency may enter into a contract for an energy conservation measure unless such measure has been approved by the state corporation commission. Plans submitted under this section shall be retained and maintained by the state corporation commission.

(c) Before executing any contract or finance, pledge, loan or lease-purchase agreement under this section, the energy conservation contractor shall provide the political subdivision or state agency with plans for the proposed energy conservation measures prepared by an engineer licensed to practice in Kansas. The energy conservation contractor shall also provide a report of the calculations showing the estimated energy and operational cost savings that would result from the proposed energy conservation measures. Notwithstanding any provision contained in K.S.A. 71-201 and 72-8225, and amendments thereto, or other provisions of law, the board of education of any school and the board of any community college or technical college may enter into a contract or finance, pledge, loan or lease-purchase agreement for an energy conservation measure for a period exceeding 10 years. Political subdivisions and state agencies may include a provision in the contract with an entity providing the energy conservation measure requiring such entity to guarantee that the actual amount of savings of energy and operational costs

attributable to the energy conservation measure be not less than the cost of the energy conservation measure over the time specified including financing costs.

(d) Within the limits of appropriations available therefor, the state corporation commission is authorized to provide grants for engineering studies and energy conservation measures for political subdivisions and state agencies.

(e) The state corporation commission, or its designee, may provide administrative support and resources available under the facility conservation improvement program under this section or K.S.A. 75-37,111 et seq., and amendments thereto, as requested by school, private and public colleges in Kansas, political subdivisions, state agencies or federal entities for purposes of this section. The state corporation commission, or its designee, may fix, charge and collect reasonable fees for any administrative support and resources or other services provided by the state corporation commission, or its designee, under this subsection.

(f) The provisions of the cash basis law and K.S.A. 79-2925, and amendments thereto, shall not apply to any contract or lease-purchase agreement entered into pursuant to this section.

History: L. 2000, ch. 88, § 1; L. 2006, ch. 88, § 1; L. 2007, ch. 116, § 3; July 1.

PROCEDURES

1. PREPARATION AND SUBMISSION OF PROPOSAL

- 1.1. All proposers must furnish one (1) electronic copy of the proposal at the time the proposal is due. Proposers may submit one printed copy of the proposal. If firm is selected, three (3) hard copies must be furnished.
- 1.2. Proposals should be prepared simply and should follow the outline provided in this RFP. Emphasis should be placed on providing clear and complete responses. Additional information that is not requested, but that the Respondent feels would be beneficial to include, should be placed in an Appendix at the end of the proposal.
- 1.3. The Due Date and Time is July 7, 2023 at 2:00pm CST.

- a) Proposals are to be emailed or delivered to the following address:

Electronic Copy Email to – michael.speer@cilleschools.com

**Coffeyville Public School
Attention: Michael Speer, Deputy Superintendent
615 S Ellis St,
Coffeyville, KS 67337**

- b) All proposals must be in a sealed envelope or package and be clearly labeled:

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- c) Proposals received after the date and time specified will not be considered and will be returned unopened. Email receipt will be sent of time confirmation received.
- 1.4. Proposal information is restricted and not publicly available until after award of the contract by Coffeyville Public Schools.
- 1.5. All submissions become the property of Coffeyville Public Schools and will not be returned to the Respondent.

2. QUESTIONS AND COMMUNICATION

- 2.1. All questions and requests for information regarding this RFP are to be directed to:

Michael Speer
michael.speer@cilleschools.com

- 2.2. Questions and requests must be submitted in writing no later than July 3rd at 10:00 am CST. Questions and comments received after this time will not be addressed.

- 2.3. Responses to questions, if necessary, shall be in the form of an addendum and will be posted no later than July 3rd, 2023.

3. MODIFICATION OR WITHDRAWAL OF PROPOSAL

- 3.1. Proposals that are in the possession of Coffeyville Public Schools may be altered by letter or fax bearing the signature or name of the person authorized for offering, provided it is received prior to the proposal due date and time. A letter or fax should not reveal the proposal price, but should indicate the addition, subtraction, or other change in the proposal.
- 3.2. Proposals that are in the possession of Coffeyville Public Schools may be withdrawn by letter or fax bearing the signature or name of the person authorized for offering, provided it is received prior to the proposal due date and time. Proposals may not be withdrawn after the opening.

4. CONTRACT PERIOD

- 4.1. The contract period shall be within the guidelines of KSA 75-37,125, which allows up to 30 years. The contract period will be agreed upon between Coffeyville Public Schools and the selected Respondent.

5. INTERPRETATIONS

- 5.1. No oral interpretations will be made for respondents as to the meaning of the RFP. All questions, clarifications, or requests for information will be handled per Section 2.

6. CONFIDENTIAL INFORMATION

- 6.1. It is understood that proposals may contain technical, financial, or other data, the public disclosure of which would cause substantial harm to the respondent's competitive position or that would constitute a trade secret. To protect this data from disclosure, the respondent should clearly identify the pages and mark the specific data that contains such information. A general or blanket statement will not satisfy this requirement.
- 6.2. Coffeyville Public Schools assumes no responsibility for disclosure or use of unmarked data. In the event properly marked data is legally requested, the respondent will be advised of the request and may expeditiously submit to Coffeyville Public Schools a detailed statement indicating the reasons it has for believing that the information is exempt from the disclosure under federal, state, and local law. Coffeyville Public Schools will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury which may result from any disclosure which may occur. Respondent agrees to assume and pay for all costs incurred by Coffeyville Public Schools, including attorney's fees awarded by the court, if the respondent requests that Coffeyville Public Schools resist disclosure of material.

7. MINIMUM RESPONDENT(S) ELIGIBILITY REQUIREMENTS

- 7.1. Coffeyville Public Schools is a public entity interested in receiving proposals from firms in compliance with KSA 75-37,125. Proposals are requested from firms with a proven history

of developing and implementing energy-saving measures, and providing savings guarantees.

7.2. Coffeyville Public Schools is seeking only firms with proven experience and qualifications in providing the services described in this proposal. Responding firms must meet the following requirements:

- Implemented a minimum of 3 projects under KSA 75-37,125.
- Qualified personnel with a minimum of 10 years' experience in providing energy saving facility improvements
- Have a minimum of one (1) professional engineer registered in Kansas who will play a key role in developing energy-saving solutions
- Be on the list of pre-approved providers of energy services by the Kansas Facility Conservation Improvement Program (FCIP)
- Be accredited as an Energy Services Company (ESCO) or Energy Services Provider by the National Association of Energy Services Companies (NAESCO).

8. ACCEPTANCE PERIOD

8.1. All proposal prices are requested to be firm for a period of 60 calendar days from the proposal due date.

SCOPE OF SERVICES

9. SCOPE OF SERVICES REQUESTED

9.1. It is the intent of this RFP to establish qualifications and fees for KSA 75-37,125 services for Coffeyville Public Schools. Coffeyville Public Schools is interested in contracting for a full range of services as allowed by KSA 75-37,125.

9.2. Coffeyville Public Schools is seeking a full range of services for the design and implementation of energy-saving measures that include, but are not limited to the following:

a) Design and specification of equipment and systems that include, but are not limited to:

- a) Lighting and electrical systems, that could potentially include street, parking lot, and exterior facility lighting
- b) Mechanical and HVAC systems
- c) Building envelope, windows, doors, roofs, and insulation
- d) Controls and sensors
- e) Alternative or renewable energy technologies
- f) Plumbing and water saving devices
- g) Any and all other energy and utility saving solutions

b) Financing programs such as loans, leases, rebates, grants, incentives, and other savings

- a) Guaranteed cost
- b) Guaranteed savings

- c) Procurement and installation of new energy-saving equipment
- d) Project and construction management
- e) System commissioning and training
- f) Measurement and verification of energy savings

SELECTION PROCESS

10. PROCUREMENT

10.1. Coffeyville Public Schools will review and evaluate the written responses to this RFP in accordance with the Evaluation Criteria. Interviews with finalists may be conducted to clarify information provided in the qualifications, or interviews may be waived entirely. Coffeyville Public Schools will then make the final decision for selecting the qualified Energy Services Company to perform services per KSA 75-37,125. While cost is an important factor, it should be understood that Coffeyville Public Schools is weighing only a portion of the decision criteria on cost and therefore is not under any obligation to accept the lowest cost proposal.

Coffeyville Public Schools reserves the right in its sole and complete discretion to waive any and all irregularities or informality in the proposal content, manner, or method of delivery. This RFP does not commit Coffeyville Public Schools to award a contract or pay any costs incurred in preparation or for travel. Any Contract or portion thereof that may be awarded in response to this RFP shall be considered, selected, and offered, at the complete and sole discretion of Coffeyville Public Schools.

11. TIMETABLE

11.1. The timetable that Coffeyville Public Schools expects to use to select a qualified Energy Services Company is as follows:

Issue RFQ:	June 28, 2023
Questions Regarding RFQ Due:	July 3, 2023 @ 10:00am CST
Responses to Questions:	July 3, 2023
Proposals Due Date:	July 7, 2023 @ 2:00pm CST
Selection of Firm (pending School Board approval)	July 10, 2023
Construction Final Completion	September 2024

12. EVALUATION CRITERIA

12.1. Criteria considered by Coffeyville Public Schools in evaluating responses will be the Firm’s demonstrated competence and qualifications using selection criteria similar to, but not limited to the following:

Business Structure and Financial Strength	20%
Project Experience and Team Qualifications	20%
Project Development and Implementation Approach	20%
Demonstrated Commissioning and M&V Experience	20%
Financial Summary	20%

13. AWARD AND PURCHASE

- 13.1. The contract will be awarded to the firm that provides the best overall value to Coffeyville Public Schools and complies with the requirements of the RFP. The firm selected will be notified at the earliest practical date. The decision regarding the acceptability of any firm’s proposal shall remain entirely with Coffeyville Public Schools.
- 13.2. The criteria for selection will include, but not be limited to, the Evaluation Criteria defined in this RFP.
- 13.3. Coffeyville Public Schools intends to award a negotiated contract to one firm to provide all equipment and services. If an agreement cannot be reached, Coffeyville Public Schools may elect to negotiate a contract with the next most qualified firm(s). This process will continue until an agreement is reached.
- 13.4. Coffeyville Public Schools may select a qualified respondent even if a sole respondent responds.
- 13.5. In submitting a proposal, it is understood that the right is reserved by Coffeyville Public Schools to reject any and all proposals as non-responsive and to waive any irregularities or informalities when to do so is in the best interest of Coffeyville Public Schools.
- 13.6. Coffeyville Public Schools reserves the right to use any and all ideas presented. Selection or rejection of the proposals does not affect this right.
- 13.7. Coffeyville Public Schools hereby notifies all respondents that minority business enterprises will be afforded full opportunity to submit proposals in response to this request and will not be discriminated against on the grounds of race, color, or national origin in consideration of an award. Respondent hereby agrees that any person is allowed to perform work regardless of race, religion, color, sex, national origin, or ancestry.

Proposals

14. PROPOSALS FORMAT AND CONTENTS

During the performance of any work awarded in response to this RFP, and any resulting subcontract, the successful proposal, all subcontractors and vendors, shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001, et seq.) and Title VII of the Civil Rights Act of 1964 as amended, and shall not discriminate against any person in the performance of work because of race, religion, color, low income, age, sex, disability, national origin or ancestry. In all solicitations or advertisements for employees, all subcontractors, and vendors, shall include the phrase, "equal opportunity employer," or a similar phrase approved by the Kansas Human Rights Commission.

If the successful proposal fails to comply with the manner in which it would be required to report to the Kansas Human Rights Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, it shall be deemed to have breached the awarding agreement, and such agreement may be canceled, terminated or suspended, in whole or in part, by Coffeyville Public Schools.

If the successful proposal is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Kansas Human Rights Commission which has become final, it shall be deemed to have breached the awarding agreement and such agreement may be canceled, terminated or suspended, in whole or in part, by Coffeyville Public Schools.

The successful proposal shall include the provisions of this section in every subcontract or purchase order to ensure these provisions will be binding upon such subcontractor or vendor.

- 14.1. Proposals shall contain the following information, in the structure, format and sequence outlined. Proposals not meeting this requirement will be deemed non-responsive and rejected. The outline for the proposals is as follows:

- Title Page
- Cover Letter
- Table of Contents
- Business Structure and Financial Strength
- Project Development and Implementation Approach
- Demonstrated Commissioning and M&V Experience Example
- Project Documents
- Appendices (Optional)

- 14.2. **Title Page:** Include a title page that clearly identifies the name and address of the responding firm, and identifies the following information:

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- 14.3. **Cover Letter:** include a cover letter (maximum of 2 pages) that describes your unique qualifications for this project, confirms that your proposal is good for 60 calendar days, and explicitly verifies that your firm meets each of the minimum requirements defined in this RFP. The cover letter must be signed by an individual in your firm that has the authority to negotiate and enter into contracts on behalf of the firm.

- 14.4. **Table of Contents:** prepare a table of contents that identifies all sections below and any appendices.

- 14.5. **Business Structure and Financial Strength (20%):** This section will evaluate respondents' likely ability to provide a successful project based on their business foundation and financial strength.

- a) Describe your Firm's organizational structure; include any third-party consultants, limited partnerships and how they will be applied to this project.

- b) Identify the number of years the Firm has been in business.
- c) Include the address of your Firm's principal place of business and the address of the office that would be providing services for the Project.
- d) List any equipment manufactured, sold, distributed, installed, or otherwise associated with your Firm that may be included with the Project.
- e) Identify and describe any business associations with equipment manufacturers or suppliers that might be specified for the Projects.
- f) Identify State programs where your firm is a pre-qualified vendor, such as the Kansas Facilities Conservation Improvement Program (FCIP), and your affiliation with entities such as the National Association of Energy Service Companies (NAESCO).
- g) Describe your Firm's complete range of services and capabilities in the areas of project planning, engineering and design, equipment selection, competitive bid management, construction management, commissioning, training, performance measurement, and ongoing support services.
- h) List all services which your Firm performs with in-house employees.
- i) Identify which services are likely to be subcontracted with this project.

14.6. **Project Experience and Team Qualifications (20%):** This section will evaluate respondents' likely ability to provide a successful project based on their past project record of accomplishment and the specific team assigned to this project.

- a) Provide detailed information for a minimum of three (3) projects completed under KSA 75-37,125 by your Firm.
- b) Provide detailed information on any projects that resulted in a performance shortfall either in construction or as part of the performance measurement and verification process and explain why the shortfall happened? How was the shortfall handled by your Firm?
- c) List all past or present litigation in which your Firm is (or has been) named as a defendant.
- d) List any contracts in the last ten (10) years that were terminated by the owner prior to completion due to non-performance.
- e) List the individuals that would comprise the actual team for this specific project. Include each team member's resume, including relevant engineering design, construction management, commissioning or energy saving measurement and verification experience, and whether the member is a direct employee of the firm responding.
- f) Provide an organizational chart showing the team members proposed for this project to illustrate their relationship to Coffeyville Public Schools, each team member's role

and responsibilities, and their relationship to any subcontractors or other project participants.

- g) List the employee of your firm that is a Kansas-licensed Professional Engineer that will stamp the final design documents for this Project as the Engineer of Record.

14.7. **Project Development and Implementation Approach (20%):** This section will evaluate respondents' likely ability to develop and implement a successful project based on their approach to turnkey performance-based facility improvement projects. Respondents should describe the breadth and depth of professional design, construction management, commissioning, and energy saving measurement and verification, turnkey implementation, and other energy-related building services.

- a) Describe your Firm's general approach to performance-based facility improvement projects, including project development, engineering design, and construction management.
- b) Describe your Firm's approach to providing detailed utility and facility analysis.
- c) Explain how your Firm will handle engineering and design associated with the project, including a statement regarding which design services will be handled in-house and which will be completed by third parties, and state who will be the Engineer of Record.
- d) Provide an overview of your Firm's approach to procurement or competitive pricing of work by third parties, including subcontractors, consultants, etc.
- e) Describe your Firm's approach to providing a guaranteed, fixed construction price for the Project, and if whether an Owner contingency is required.
- f) Describe your Firm's approach to on-site construction management, scheduling, budget control, etc.
- g) Define your Firm's processes related to submittal drawings, equipment manuals, and warranties, etc.

14.8. **Demonstrated Commissioning and M&V Experience (20%):** This section will evaluate respondents' likely ability to provide a successful project outcome based on their approach to commissioning, energy savings measurement and verification, and post-construction project support services.

- a) Explain the breadth and depth of your Firm's commissioning experience and outline the commissioning process. Provide an example of a Commissioning Plan for a turnkey project implemented by your Firm.
- b) Describe your Firm's approach to ensuring comfort and performance of any new dynamic systems in a facility.
- c) Describe your Firm's approach to savings measurement and verification, including the IPMVP option your Firm would recommend to Coffeyville Public Schools for the energy saving guarantee, the duration of tracking, and how you handle savings shortfalls,

cost, and other relevant information. Provide an example of an energy savings measurement & verification report for an IPMVP Option C guarantee.

- d) Identify the types of training, the location and frequency provided by your Firm's personnel, provided by others, etc.
- e) Identify and describe any department, business unit, or specialized personnel dedicated to ensuring post-installation project performance and support.

14.9. **Financial Summary (20%)** - This section will evaluate the markup structure of responding firms

- a) Describe how your firm is paid, your fees – including your investment grade audit fee, and how you assure the district is obtaining the best value. Share how a project would be priced including what is considered project costs and your firm's markups. It should be clear how a project would be priced by your firm using your financial proposal. ESCO should price the project as if the gross contract value will be between \$2,000,000 - \$3,000,000.

14.10. **Appendices:** Include any additional information that is not covered in the sections above that you feel is important for Coffeyville Public Schools to consider when making its selection.

CONTRACT LANGUAGE REQUIREMENTS

15. INSURANCE COVERAGE

15.1. The successful respondent shall have adequate insurance coverage to include:

- a) Worker's compensation, in accordance with State's Worker's Compensation requirements
- b) General Liability insurance of \$1,000,000 minimum coverage
- c) Professional Liability Insurance with \$1,000,000 minimum coverage
- d) All insurance shall be carried with companies which are financially responsible. If any such insurance is due to expire during the contract period, the contractor shall not permit the coverage to lapse.
- e) Claims against the respondent's insurance should be included in the respondent's response. It should include total dollars of claims and any pending claim amounts.

16. BID BOND

16.1. No bid bond is required at this stage.

17. PERFORMANCE AND PAYMENT BOND

17.1. The successful bidder will be required to provide a Performance and Payment Bond.

18. CONTRACTUAL PROVISIONS

- 18.1. The contents of the proposal responses, as appropriate, become part of the final contract
- 18.2. Coffeyville Public Schools must have access to inspect, test and approve both the work conducted in the facility during construction and operations, and to the books, records and other compilations of data which pertain to the performance of the provisions and requirement of this agreement. Records shall be kept on a general recognized accounting basis, and calculations kept on file in legible form.
- 18.3. All drawings, reports and materials prepared by the vendor specifically in performance of the contract shall become the property of Coffeyville Public Schools and shall be delivered to Coffeyville Public Schools when requested.
- 18.4. Ownership of equipment, after project acceptance, must reside with Coffeyville Public Schools.